

**§UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

**Caption in Compliance with D.N.J. LBR 9004-1**

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Attorneys for Tamarack Village Shopping Center,  
A Limited Partnership

In re:

BED BATH & BEYOND INC., et al.

Debtors.

Case No. 23-13359 (VFP)

Chapter 11

(Joint Administration Requested)

**OBJECTION TO NOTICE TO CONTRACT PARTIES TO  
POTENTIALLY ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES  
BY TAMARACK VILLAGE SHOPPING CENTER, A LIMITED PARTNERSHIP**

Tamarack Village Shopping Center, A Limited Partnership, a Minnesota limited partnership (“Tamarack”), by and through its undersigned attorneys, hereby files its objection to the cure amount set forth in the Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases (the “Cure Notice”) filed on June 13, 2023 [Doc. No. 714], and respectfully represents in support thereof as follows:

1. Tamarack, as lessor, and Bed Bath & Beyond, Inc. (“Debtors”), as lessee, are parties to a lease agreement dated December 31, 2001 and two amendments (collectively the “Lease”) for the Debtor’s use of retail premises at a shopping center located in Woodbury, Minnesota (“Premises”). A true and correct copy of the Lease is annexed hereto and made a part hereof as Exhibit “A.”

2. The Cure Notice included a potential assumption and assignment of the Lease. The Cure Notice reflects a stated cure amount of \$0.00 with respect to the Lease.

3. Pursuant to Section 4.3.2 of the Lease, Debtor is required to pay their pro rata share of real estate taxes applicable to the Premises. Debtor failed to pay the first half taxes for 2023 as required by the Lease. A true and correct copy of the invoice in the amount of \$77,491.20 which was previously sent to Debtor for the first half 2023 taxes is annexed hereto and made part hereof as Exhibit "B."

4. The total cure amount currently required to be paid to Tamarack for an assumption of the lease under 11 U.S.C. §365 is \$77,491.20.

5. Tamarack specifically reserves its rights to object to any other relief sought by the Debtors in connection with the assumption of the Lease, including, but not limited to, additional amounts coming due under the Lease and an assignee's proposed adequate assurance of future performance.

WHEREFORE, Tamarack respectfully requests that any order granting assumption of the Lease require a cure payment of no less than \$77,491.20, together with such other and further relief as is just and proper.

Dated: June 23, 2023

**KURTZMAN STEADY, LLC**

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